

1 Leo M. LaRocca, Esq. (SBN 115014)
 2 **NIVEN & SMITH**
 3 425 California Street, 15th Floor
 4 San Francisco, CA 94104-2118
 Telephone: 415.981.5451
 Facsimile: 415.433.5439

5 Attorneys for Plaintiff/Counter-Defendant CALIFORNIA PACIFIC BANK

6 THE UNITED STATES DISTRICT COURT
 7 FOR THE NORTHERN DISTRICT OF CALIFORNIA
 8 SAN FRANCISCO DIVISION

9 CALIFORNIA PACIFIC BANK,
 10 a California banking corporation,

11 Plaintiff,

12 vs.

13 BANK OF AMERICA, N.A., and DOES 1-20,
 inclusive.

14 Defendants.

15 BANK OF AMERICA, N.A.,

16 Counter-Claimant,

17 vs.

18 CALIFORNIA PACIFIC BANK,
 a California banking corporation,

Counter-Defendant.

Docket No. C07-03330 JCS

**STIPULATION AND ORDER DISMISSING
 ENTIRE ACTION WITHOUT PREJUDICE**

19 Pursuant to Fed. R. Civ. P 41(a)(1) Plaintiff/Counter-Defendant CALIFORNIA PACIFIC BANK,
 20 and Defendant/Counter-Claimant BANK OF AMERICA, N.A., through their respective undersigned
 21 counsel of record, hereby stipulate to dismiss this action. The stipulation is made with reference to the
 22 following facts:

23 1. The parties are currently litigating all matters between them which arise out of the
 24 operative facts of the above entitled case (the "Operative Facts") in a separate and parallel lawsuit
 25 (including all its allegations, denials, counter claims, cross claims, answers and/or defenses of whatever
 26 nature) in Pinellas County, Florida entitled Bullard Electronics LLC v. Bank of America N.A. and
 27 California Pacific Bank, Action No. 522007CA00514XXCICI (Florida 6th Judicial Cir./Pinellas County.
 28 (the "Florida Action").

2. The parties wish to resolve all of their disputes arising out of the Operative Facts in the Florida Action.

3. By entering into this Stipulation, neither party waives any rights, allegations, denials, counter claims, cross claims, answers and/or defenses of whatever nature arising out of the Operative Facts, but instead the parties agree that all such rights, allegations, denials, counter claims, cross claims, answers and/or defenses of whatever nature shall be determined or otherwise resolved in the Florida Action.

4. Each party shall bear its own costs and attorney's fees incurred in the instant action and shall not claim them against the other.

NOW THEREFORE, the parties stipulate and agree that the entire action, including the complaint and counter-claim alleged in the instant action shall be and is dismissed without prejudice upon the above terms.

Dated: June 7, 2010

SEVERSON & WERSON

By: _____

MARK WRIGHT

Attorneys for Defendant and Counter Claimant
Bank of America, N.A.

Dated: June 4, 2010

NIVEN & SMITH

By: _____

LEO M. LaROCCA

Attorneys for Plaintiff and Counter Defendant
CALIFORNIA PACIFIC BANK, a California banking corporation

ORDER

IT IS SO ORDERED.

Dated June 8, 2010

JOSEPH C. SPERO
United States Magistrate Judge